

Exhibit B

Global Corrections Group

FACILITY NEEDS ASSESSMENT REVIEW

FEB. 29, 2016

CONTRACT # 16-135  
Effective Date: 08 Jan 16

### DOÑA ANA COUNTY CONTRACT FOR GOODS AND SERVICES

This Contract is entered into between Doña Ana County, hereinafter referred to as the "County," and "Contractor" described below, collectively the "Parties", to provide services on behalf of Doña Ana County.

**Contractor Legal Name:** Global Corrections Group, LLC

**Services Summary Description:** Detention Center Facility Assessment

**Initial Period of Performance shall be through:** June 30, 2016

**Pre-GRT, Total Annual Charges to this contract may not exceed:** \$50,000.00

This Contract complies with New Mexico and County procurement requirements as follows:

- ☐ RFP # \_\_\_\_\_, ☐ Under \$50,000/yr **or** ☐ BOCC approval date \_\_\_\_\_
- ☐ Bid # \_\_\_\_\_, ☐ Under \$50,000/yr **or** ☐ BOCC approval date \_\_\_\_\_
- ☒ "Qualified" Professional Service, Under \$50,000 annually. Qualifications attached.
- ☐ Three Written Quotes under \$30,000 annually. ☐ Quotes under \$10,000 annually.
- ☐ Other: Revenue; non-financial MOA; or \_\_\_\_\_

**No services shall be rendered nor shall any goods be provided until this contract has been executed by all parties, regardless of the indicated effective date.**

**NOTICES:** All correspondence regarding this contract shall be sent to:

|  |   |
|--|---|
| Doña Ana County Government             | Contractor: Global Corrections Group, LLC |
| Department: County Manager             | ATTN: Emery Morris                        |
| ATTN: Julia T. Brown, Esq.             | Title: President/COO                      |
| Street: 845 N. Motel Blvd.             | Street: 100 Sun Avenue, N.E. Suite #650   |
| City, State, Zip: Las Cruces, NM 88007 | City, State, Zip: Albuquerque, NM 87109   |
| Phone: (575) 647-7201                  | Phone: (505) 835-672-                     |
| Fax: (575) 525-5812                    | Fax: (505) 835-6501                       |
| Cell:                                  | Cell:                                     |
| Email: juliab@donaanacounty.org        | Email: emorris@globalcorrections.com      |

**ARTICLE 1 - SERVICES AND/OR GOODS TO BE PROVIDED:** For RFP or Professional Services contracts, the Contractor shall provide services to the County on matters relating to the contractor's specialized areas of expertise as defined in this Contract and its referenced or incorporated Attachments. Negotiated fees are fixed for the first year. Price adjustments thereafter are subject to review and written determination on an individual contract basis.

For Sealed Bid / Indefinite Quantity contracts, the Contractor shall have the item(s) or service(s) available, as defined in this contract, on an "as ordered" basis. No funds are obligated under Sealed Bid / Indefinite Quantity contracts. Funds for Sealed Bid / Indefinite Quantity contracts are obligated by purchase orders on an "as needed" basis. Prices are fixed for the first year of a Sealed Bid / Indefinite Quantity contract. Thereafter, in the event of a product cost increase an escalation request will be reviewed by the County on an individual basis. Escalation requests are only to compensate for an actual cost increase and will not be considered for an increase in profit margin.

All Contractors shall secure and remain current on all insurances, licenses, permits, certificates, fees, etc., required for the performance of this contract.

**ARTICLE 2 - CONTRACT DOCUMENTS:** The Contract shall be comprised of this contract document, its Attachments and all documents referenced herein. As applicable, the Contract shall also include all Proposal or Bid documents, including the Contractor's responses, Reference Specifications, Special Conditions, Technical Specifications, Standard Details, any addenda thereto, and all negotiation records, all of which are incorporated herein and made a part of the Contract.

In instances where there exists a conflict between any of the Contract documents described above, this Contract plus attachments hereto, negotiation records, the County's solicitation documents, and the Contractor's response to the solicitation, in that order, shall control the interpretation of the parties' respective rights and obligations.

**ARTICLE 3 - PERIOD OF PERFORMANCE:** The period of performance of this Contract shall commence N/A or date of last signature, whichever is later, and continue through the Initial Period of Performance date detailed above. If stipulated in a formal Proposal or Bid solicitation by the County, this Contract may be renewed for up to N/A additional years, not to exceed a total of N/A years.

**ARTICLE 4 - PLACE OF PERFORMANCE:** The Contractor shall provide the required services or goods for Doña Ana County when and where appropriate or as required by the County.

**ARTICLE 5 - COST AND PAYMENT:** The Contractor shall be paid for services rendered satisfactorily per the negotiated fee(s) and payment schedules incorporated hereto in applicable attachments, including Attachments A and B. All payments will be in arrears. Payment shall be made per request upon receipt of a detailed invoice that shall include description of work completed or goods delivered pursuant to the deliverable(s) agreements and measures of attainment of this contract for the period covered by the invoice. The invoice submitted shall note the purchase order number and this Contract number and may be delivered to the Department contact specified in "Notices" above. The County shall pay to the Contractor the New Mexico Gross Receipts Tax on labor and services only as levied on the amounts invoiced and payable under this contract. The Contractor will pay the New Mexico Gross Receipts Tax levied on the amounts payable under this contract and remitted to them by Doña Ana County to the appropriate state agency.

**ARTICLE 6 - AMENDMENTS:** This Contract shall not be altered, changed, or amended except by written instrument signed by both parties.

**ARTICLE 7 - ASSIGNMENT:** The Contractor shall not assign nor delegate specific duties as part of this Contract nor transfer any interest nor assign any claims for money due or to become due under this Contract without the written consent of the County.

**ARTICLE 8 - BINDING EFFECT OF CONTRACT:** Both Parties agree that the terms of this Contract and any extension or renewal thereof shall extend to and be binding upon the administrators, assigns, successors, and transferees of the contracting parties.

**ARTICLE 9 - COMPLIANCE WITH GOVERNING LAW:** This Contract shall be construed in agreement with New Mexico law. The Contractor shall keep fully informed of and shall also comply with all applicable federal, state, and local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed, or the work, or which in any way affect the conduct of the work. By way of illustration, but not of limitation, the Contractor shall comply with laws relating to employment eligibility including: the Immigration Reform and Control Act of 1986 (Public Law 99-603) and the Immigration Act of 1990 (Public Law 101-649) regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, that will perform any labor or services under this Contract. The Contractor shall comply with all federal statutes relating to non-discrimination including, but not limited to: Title VII of the Civil Rights Act of 1964 (Public Law 88-352), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended [20 U.S.C.A. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112)], which prohibits discrimination on the basis of handicap; the Age Discrimination in Employment Act of 1967 (Public Law 90-202), as amended; the Americans with Disabilities Act of 1990 (Public Law 101-336); and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts, especially 45 CFR Part 80 (relating to race, color, and national origin), 45 CFR Part 84 (relating to handicap), 45 CFR Part 86 (relating to sex), and 45 CFR Part 91 (relating to age).

**ARTICLE 10 - CONFIDENTIAL INFORMATION:** Any confidential information, not subject to disclosure under the Inspection of Public Records Act, given to or developed by the Contractor, its officers, directors, employees, agents, or sub-consultants in the performance of this Contract will be kept confidential and will not be made available to any individual, organization, or other entity by the Contractor without prior written approval of the County.

**ARTICLE 11 - CONFLICT OF INTEREST:** The Contractor warrants that it presently has no interest and shall not acquire any interest during the term of this Contract which would have the potential to conflict with the performance of the services required under this Contract. In the event such a conflict arises, it shall immediately be brought to the attention of the County and appropriate action acceptable to the County shall be taken. The Contractor's failure to inform the County of the existence of a potential conflict of interest constitutes default and shall be grounds for immediate termination of Contract by the County.

**ARTICLE 12 - CONFLICTS OF LAW:** If any provision of this contract conflicts with governing federal or state law or County ordinances, then that law or ordinance shall supersede the conflicting provision of this contract.

**ARTICLE 13 - HIPAA COMPLIANCE:** As applicable, the parties agree to comply with the provision of the Health Insurance Portability and Accountability Act of 1996, and related regulations, as amended ("HIPAA") in the event the Contractor receives patient records or information (Protected Health Information as defined by HIPAA).

**ARTICLE 14 - INDEMNIFICATION AND HOLD HARMLESS AGREEMENT:**

**Non-Governmental Entity** The Contractor shall hold harmless, indemnify and defend the County and its "public employees" as defined in the New Mexico Tort Claims Act, Sections 41-4-1 to 41-4-29, NMSA 1978, as amended, against and from any and all claims, losses, demands, judgments, damages, liabilities, lawsuits, expenses, attorneys fees, costs or actions of any kind resulting from or related to the Contractor's intentional acts, errors or omissions in the Contractor's performance under this contract. The Contractor's agreement to hold harmless, indemnify and defend shall not be affected or terminated by the cancellation, expiration of the term or any renewal or any other modification of the Contract for any reason and shall survive the cancellation, expiration of the term or any renewal or any other modification of this contract, acts, errors or omissions to act occurring during the term of this contract.

**Governmental Entity:** Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Contract. Any liability incurred in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA, 1978 § 41-4-1 et. seq. and its amendments, where applicable.

**ARTICLE 15 - INDEPENDENT CONTRACTOR:** Nothing in this Contract is intended or should be construed in any way to create or establish a partnership relationship between the Parties or to establish the Contractor as an agent, representative, or employee of the County for any purpose or any manner whatsoever. Contractor and its employees shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the County. Contractor is an independent contractor of the County. The Contractor, its officers, directors, employees, servants, agents, or representatives are not and shall not be deemed employees of the County and shall not bind the County in any respect.

**ARTICLE 16 - INSURANCE:** For the duration of the contract and until all work specified in the contract is completed, the Contractor shall maintain in effect current Certificates of all insurance as required below and comply with all limits, terms and conditions stipulated therein. The County shall be named as an additional insured as stipulated. Contractor's who are required to provide Certificate(s) of Insurance, must provide a new current Certificate(s) no less than annually. As applicable, work under this contract shall not commence until evidence of all required insurance is provided to the respective County Department for inclusion with this Contract. All insurance shall be written to conform to the requirements stipulated. Evidence of such insurance shall consist of a completed certificate of insurance, signed by the insurance agent for the Contractor and returned to the County attesting that all required insurance is in effect. If for any reason any material change occurs in the coverage during the course of the contract such change will not become effective until 30 days after the County has received written notice of such change.

**Required Insurance:** As specified in the RFP, BID documents or Attachment A.

**ARTICLE 17 - KEY PERSONNEL:** The Contractor shall identify all key personnel assigned to the performance of this Contract in Section II, Attachment H of this Contract. Key personnel may not be changed without prior written approval of the County Manager and inclusion of that written approval in the official Contract File in the County Purchasing Department.

**ARTICLE 18 - MEDIATION:** In the event that a dispute arises with respect to any of the provisions contained in this Contract or any other matter affecting this contractual relationship between the County and the Contractor, the Parties agree that prior to filing any court action to enforce the Contract or rights under the Contract, they will use the services of a mediator. The mediator shall either be certified as a mediator or shall have experience as a mediator. The parties shall mutually agree upon the choice of mediator. In the event the Parties have not agreed to a mediator within three days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the Court or other professional association, and the Parties shall use a striking process until a mediator is agreed upon. Each party shall be responsible for their respective mediation costs.

**ARTICLE 19 - MERGER OF PRIOR CONTRACTS:** This Contract incorporates all the conditions, contracts, agreements, and understandings of the Parties concerning the subject matter of this Contract. All such conditions, understandings, and agreements have been merged into this written Contract. No prior condition, contract, agreement, or understanding, verbal or otherwise, shall be valid or enforceable unless embodied in this Contract, either explicitly or by reference.

**ARTICLE 20 - NON-APPROPRIATION:** The County's obligation to make payment under the terms of this Contract is contingent upon its appropriation of sufficient funds to make those payments and the NM Department of Finance's (DFA) final approval of the County's budget. If the County does not appropriate sufficient funds or DFA does not approve the County's final budget, this Contract will terminate upon written notice of that effect to the Contractor. The County Board's determination that sufficient funds have not been appropriated, through Board of County Commissioners or DFA action, is firm, binding, and not subject to review.

**ARTICLE 21 - NON-WAIVER OF RIGHTS:** No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this Agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

**ARTICLE 22 - NOTICE TO PROCEED OR COMMENCEMENT OF WORK:** It is expressly understood that this Contract is not binding upon the County until approved and signed by the County and, further, that the Contractor shall not proceed with its obligations until the Contract has been signed by all Parties.

**ARTICLE 23 - PARAGRAPH HEADINGS:** Paragraph headings are for convenience and reference and are not intended to limit the scope of any provision of this Contract.

**ARTICLE 24 - PERSONAL LIABILITY:** No elected or appointed official, employee, servant, agent, or law enforcement officer of the County shall be held personally liable under this Contract or any extension or renewal thereof because of its enforcement or attempted enforcement, provided they are acting within the course and scope of their employment or governmental duty and responsibility.



**ARTICLE 25 - PROCUREMENT CODE:** The Procurement Code, § 13-1-25 through § 13-1-199, NMSA 1978 as amended, imposes civil and criminal penalties for its violation. In addition, New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks. Pursuant to the above, it is unlawful for any Contractor to engage in bribery, offering gratuities with the intent to solicit business, or offering or accepting kickbacks of any kind. All other similar act(s) of bribes, gratuities, and/or kickbacks are likewise prohibited.

**ARTICLE 26 - PROPRIETARY INFORMATION:** All documents, writings, electronic formats, drawings, designs, specifications, notes, project manuals, or related documents and other work developed in the performance of this Contract by the Contractor shall become the sole property of the County whether the activity for which they are developed is implemented or not. The Contractor shall provide the County with a complete set of all such proprietary information as requested by the County, but no later than the effective termination date of the contract. Contractor is strictly prohibited from reproducing, duplicating or printing any such proprietary information in any format for personal or monetary recognition, use or gain without the advance written permission of the County.

**ARTICLE 27 - RECORD KEEPING AND AUDITS:** The Contractor shall compile, maintain, and make available for inspection all records relating to the services to be provided under this Contract. These records shall be subject to inspection by the County or designated auditor. The County shall have the right to audit billings both before and after payment; payment under this Contract shall not foreclose the right of the County to be reimbursed any excessive or illegal payment amounts made to the Contractor during the term of this Contract. Pursuant to State of New Mexico General Records Retention requirements, Contractor will retain all original, source and supporting documents and records related to this contract for a minimum of six (6) years after the ending date of this contract.

**ARTICLE 28 - RELEASE:** The Contractor, upon final payment of amounts due under this Contract for work completed and accepted by the County, releases the County, its officers and employees from all liabilities, claims, and obligations whatsoever arising from or under this Contract. The Contractor agrees not to bind the County to any obligation not assumed in this Contract by the County, unless the Contractor has express written authority from the County Manager to do so, and then only within the limits of the expressed written authority.

**ARTICLE 29 - SEVERABILITY:** If any clause or provision of the Contract is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, then it is the intention of the parties hereto that the remainder of the Contract shall remain in full force and effect. However, in the event that either Party can no longer reasonably perform pursuant to the remaining Contract terms, or if the purpose of the Contract can no longer be carried out by either Party, the Contract may be voided and no damages shall accrue to either party.

**ARTICLE 30 - SOVEREIGN IMMUNITY:**

**Non-Governmental Entity:** By entering into this Contract, the County and its "public employees" as defined in the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-29, as amended, do not waive sovereign immunity, do not waive any defense, and do not waive any limitations of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act, *supra*.

**Governmental Entity:** By entering into this Contract, the County and the Governmental Entity Contractor do not waive sovereign immunity, do not waive any defense and do not waive any limitations of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act, *supra*.

**ARTICLE 31 - SUBCONTRACTING:** This Contract is based on the personal skills and reliability of the Contractor as known by the County at the time of execution of this Contract. The Contractor shall not subcontract out or hire any new employee to perform any portion of the services to be performed under this Contract without the prior written approval of the County Manager and inclusion of that written approval in the official Contract File in the County Purchasing Department. The written approval shall minimally include disclosure of the name of the individual(s) to be hired or contracted, a statement of the individual(s) qualifications and a justification of the request to hire or subcontract.

**ARTICLE 32 - TERMINATION:** The County may terminate this contract for convenience, in whole or in part, by providing written notice to the Contractor thirty (30) days prior to termination. In the event of contract termination, the Contractor shall be paid for work completed to the date of termination. In no event shall the dollar amount to be paid upon termination exceed a total of the maximum contracted amount and any additional amount provided for by amendment(s).

- a. Where a Party to this Contract has committed a major breach that is capable of remedy, the Party who is not in breach may serve a written notice, with a fixed period in which to remedy the breach. The period given shall be determined at the sole discretion of the Party serving the notice but subject to a minimum period of two weeks.
- b. The County and Contractor shall have the right, such right being exercised at their absolute discretion, to terminate this Contract, in writing, if a major breach has been committed that can not be remedied. Further, the Parties may terminate this contract, in writing, if a breach has not been remedied to the reasonable satisfaction of the Party serving the notice of breach within the period specified in any such notice.

**ARTICLE 33 - THIRD PARTY BENEFICIARY:** It is agreed between the Parties executing this Contract that it is not intended by any of the provisions of this Contract to create on behalf of the public or any member thereof the status of third party beneficiary nor to authorize anyone not a party to the agreement to maintain a suit based upon this Contract.

**ARTICLE 34 - WAIVER:** Any waiver by the County of any breach of any covenant, term, condition, or agreement in this Contract to be kept and performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent County from declaring a default for any succeeding breach either of the same covenant, term, condition, or agreement or another. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.


**ARTICLE 35 - DUPLICATE ORIGINALS:** This document shall be executed in no less than two (2) counterparts, each of which shall be deemed an original.



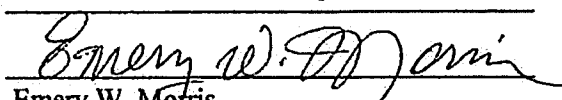
**SIGNATURES:**

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized representatives.

**DOÑA ANA COUNTY:**

  
 Julia T. Brown, Esq.  
 County Manager

Date: 8/16**Global Corrections Group, LLC**

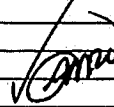
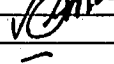


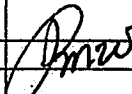
  
 Emery W. Morris  
 President/CEO

Date: 1-7-16

\*\*\*\*\*

Contractor's NM Taxation and Revenue Department ID Number: \_\_\_\_\_

The following Attachments and Addenda have been reviewed and approved by the County Contract Officer or approved designee:

| Document Name  | Approved  | Comments | Notes  |
|--|---|----------|--|
| Attachment A - Scope of Work   |   |          | Required all Contracts   |
| Attachment B - Cost per Unit Service   |   |          | Required all Contracts   |
| Attachment C - Contribution Disclosure   |   |          | Required all Contracts   |
| Attachment D - Related Party Disclosure  |   |          | Required all Contracts   |
| Attachment E - Debarment Certification   |  |          | Required all Contracts   |
| Attachment F - Non Collusion Affidavit   |  |          | Required all Contracts   |
| Attachment G - Insurance Certificates  |  |          | By Attachment A Specifications   |
| Attachment H -<br>1. Business License(s)<br>2. Professional Licenses<br>3. Staff Resumes  |   |          | 1. Required All Contracts<br>2. Required Licensed Professionals<br>3. Required all contracts |
| Attachment I - Procurement Method  |  |          | Purchasing Dept. Determines  |
| Attachment J - Other   |   |          | Purchasing Dept. Determines  |

**ATTACHMENT A****GLOBAL CORRECTIONS GROUP, LLC****INSURANCE, SCOPE OF SERVICES, ADDITIONAL TERMS****I. INSURANCE**

Contractor will provide a current Certificate of Insurance (COI) documenting coverage specified below and naming the County as Additional Insured. Contractor is required to maintain a current COI on file with the County Purchasing Department for the life of this contract. This contract requires the following minimum insurances:

|          | <b>Standard Insurance</b>   | <b>Limits Not Less Than</b> |
|----------|---|-----------------------------|
| <b>X</b> | Commercial and General Liability  | \$1,000,000/\$2,000,000     |
|          | Automobile Liability  | \$1,000,000/\$1,000,000     |
|          | Worker's Compensation as required by State Law  | As required by Law          |
| <b>X</b> | Other legally required of the employer or for the contractor's occupation / profession. | As required by Law          |
|          | <b>Specialized Insurance</b>  |                             |
| <b>X</b> | Professional Liability  | \$1,000,000/\$2,000,000     |
|          | Garage Keeper's Liability   | \$50,000                    |
|          | Medical and Clinic Liability under the Federal Tort Claims Act (FTCA)                   | \$1,000,000                 |
|          | Other / Specify:  |                             |

**II. SCOPE OF SERVICES**

Doña Ana County Goal and Guiding Principle 5, Public Safety states that "*Doña Ana County will be known as a safe place for residents, workers and visitors based on the effective reduction of serious crimes, risk of fire, and harm from environmental hazards – both natural and man-made.*" In support of this principle, Contractor shall provide professional management consulting services for a Facility Review Needs Assessment of the Doña Ana County Detention Center (DACDC).

The Scope of Services shall be in accordance with the proposal submitted December 8, 2015, which are not inconsistent with the contract terms, and are hereby incorporated by reference into this contract and included in Attachment J with the following exceptions.

1. **NEW MEXICO'S PIGGYBACK STATUTE** – is not applicable to this contract.
2. **PRICING** – The contract amount, including all government per diem rates for travel, housing and meals for each Reviewer on the Team is **NOT TO EXCEED \$50,000.00** plus all applicable New Mexico Gross Receipts Tax.
3. **PAYMENT DISBURSEMENT** – Payment shall be in accordance with the contract terms and conditions, **ARTICLE 5, COST AND PAYMENT**, pursuant to the New Mexico Procurement Code, Section 13-1-158, NMSA 1978, as amended, which states "No warrant, check or other negotiable

instrument shall be issued in payment for any purchase of services, construction or items of tangible personal property unless the central purchasing office or the using agency certifies that the services, construction or items of tangible personal property have been received and meet specifications or unless prepayment is permitted under Section 13-1-98 NMSA 1978 by exclusion of the purchase from the Procurement Code [13-1-28 NMSA 1978].”

4. **DELIVERABLES** – as specified in Attachment A of the contract, Paragraph D, Deliverables and Reporting Requirements.

#### **B. Description of Services**

Contractor shall provide Phase I Pre-Certification Process services to consist of the following.

Facility Review Needs Assessment: Consists of a highly qualified team of industry experts to provide a facility needs assessment based on a comprehensive review of operational procedures, physical plant opportunities, and State and Federal standards for jail and detention operations. Upon completion, the team will provide a detailed report outlining findings with recommendations.

#### **C. Delivery of Services**

Contractor uses the Detention Pre-Certification model which consists of three (3) phases that involve Facility Needs/Risk Assessment, Pre-Certification, and After-Care. The contract for services is for Phase 1 of this model.

**PHASE I – Facility Review Needs Assessment:** Consists of a highly qualified team of industry experts to provide a facility needs assessment based on a comprehensive review of operational procedures, physical plant opportunities, State and Federal standards for jail and detention operations. Upon completion, the Team provides the County a detailed report which outlines findings and recommendations.

#### **SOURCES USED TO COMPLETE THE FACILITY REVIEW**

Contractor will use, as the foundational standard, the Federal Performance Based Detention Standards, dated April, 2014. The Federal Performance Based Detention Standards is based on the American Correctional Association Standards and is designed to establish the performance level required by the government to meet the federal detention contract requirements (Federal Acquisition Regulations, Part 46). The areas of compliance review include:

1. Administration and Management
  - a. Policies and Procedures
  - b. Quality Control
  - c. Detainee Records
  - d. Facility Admission and Orientation Program
  - e. Detainee Property
  - f. Detainee Transfers and Releases
  - g. Staffing
  - h. Staff Training
  - i. Emergency Plans

2. Health Care
  - a. Health Care Administration
  - b. Intake Health Screening
  - c. Medical, Mental Health, and Dental
  - d. Access to Health Care
  - e. Provision of Health Care
  - f. Incident Health Care
3. Security and Control
  - a. Correctional Supervision
  - b. Detainee Accountability
  - c. Control of Contraband
  - d. Use of Force/Non-Routine application of Restraints
  - e. Weapons Control
  - f. Keys, Tools and Medical Equipment
  - g. Post Orders
  - h. Detainee Discipline
  - i. Special Housing Units
4. Food Service
  - a. Food Administration
  - b. Food Service Employees/Work Health
  - c. Food Storage and Preparation
  - d. Equipment, Utensils and Linens
  - e. Detainee Meals and Special Diets
5. Safety and Sanitation
  - a. Fire Safety and Chemical Control
  - b. Sanitation and Environment Control
  - c. Clothing and Bedding
  - d. Detainee Hygiene
  - e. Facility Physical Plant
6. Services and Programs
  - a. Classification and Housing
  - b. Access to Courts and Legal Materials
  - c. Mail
  - d. Telephones
  - e. Religious Programs
  - f. Recreation
  - g. Visitation
  - h. Work Programs
  - i. Grievances
7. Suicide Review
  - a. Incident Facts
  - b. Screening and Health Status
  - c. Assessment
  - d. Prevention
  - e. Emergency Planning
  - f. Surveillance

8. Prison Rape Elimination Act
  - a. Enforcement of Federal Code of Regulations
  - b. Zero Tolerance, Leadership, Safety
  - c. Oversight, Transparency
  - d. Annual Certification and Detainee Safety
  - e. Cross Gender Restrictions
  - f. Monitoring Technology
  - g. Sexual Assault Response, Agency Reporting
  - h. Training, Notification, Protection
  - i. Other Miscellaneous, Relevant Matters

#### **D. Deliverables and Reporting Requirements**

The deliverables include a comprehensive document outlining Facility Review findings and Needs Assessments detailing compliance violations, which violate Federal Standards, Rules and Code of Federal Regulations for the safe, secure, humane, and cost effective confinement of Federal prisoners.

##### **Assigned Staffing**

- Team Leader
- Safety
- Security
- Health Service
- Food Service
- PREA/Suicide Prevention

##### **Days on Site**

- Monday through Friday
- 4.5 Days

| <b>Item</b>         | <b>Required Measurements</b>  | <b>Due Date(s)</b>  |
|---------------------|---|---|
| 1. Progress Reports | Monthly progress reports on status of contract services                                 | Included with invoice 15 <sup>th</sup> of each month following contract execution until termed.   |
| 2. Invoices         | Invoices must include billing detail per contract agreement Fee Schedule (Attachment B) | 15 <sup>th</sup> of each month following contract execution until termed.   |
| 3. Final Report     | Report detailing findings and recommendations   | April 30, 2016 - Detailed cumulative report with findings and recommendations using standards identified on Page 2 from the ACA and an exit briefing. |

**Contractor shall be required to present the findings and recommendations to the Board of County Commissioners upon completion**



**D. Contract Evaluation**

1. The County Manager and/or designated staff will monitor the contract and invoices on a regular basis throughout the term of the contract to ensure compliance with established contract requirements and status regarding the use of allocated funds.
2. Contract evaluation shall consist of review of each of the specified deliverables throughout the term of the contract.
3. Periodic review and an annual written evaluation will be conducted per County and Purchasing Department policies and procedures.

**III. ADDITIONAL TERMS AND CONDITIONS**

**A. Automated Clearing House:** Contractor agrees to accept ACH (Automated Clearing House) payments for invoices submitted and approved by the County and will complete and submit any required documents to implement the ACH process.

**B. Pre-existing or Proprietary Information:** Notwithstanding any other provision of this Agreement between the Contractor and the County or any provision of the scope of work, work assignments, work authorizations, or any amendment issued hereunder, all of the Contractor's pre-existing or proprietary information, documents, materials, computer programs, or software developed by the Contractor outside of this Agreement shall remain the exclusive property of Contractor.

**C. Standard of Care:**

1. Contractor shall perform all of the provisions of this Agreement with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under the same or similar circumstances. The County shall base its determination of the Contractor's fulfillment of the scope of the work in accordance with accepted professional consulting standards.
2. Contractor shall be responsible for the accuracy of its professional services under this Agreement and shall promptly make revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation. The County's acceptance of any of Contractor's professional services shall not relieve Contractor of its responsibility to subsequently correct any such errors or omissions.
3. County shall provide written notice to the Contractor of any errors and/or omissions and Contractor shall provide a written response with a plan of action to address the error or omission within 24 hours. County shall, in turn, accept the plan of action or provide further direction to the Contractor for acceptable remedy of the error or omission.

## **ATTACHMENT B**

### ***GLOBAL CORRECTIONS GROUP***

#### **TOTAL COST, PAYMENTS, UNIT VALUE OF SERVICE**

**I. TOTAL CONTRACT NOT TO EXCEED \$ 50,000.00 excluding applicable Gross Receipts Tax**

**II. PAYMENT SCHEDULE**

**Payments will be made in accordance with Section I - Article 5 of this Agreement.**

**III. COST PER UNIT OF SERVICE PROCURED:**

It is understood and agreed that the Values for Units of Service in this Agreement are for the contracted Vendor and contracted Period of Performance, only, and are subject to negotiation and adjustment by the County in any future contract(s).

Included in Attachment J **GLOBAL CORRECTIONS GROUP, LLC, Facility Needs/Risk Assessment, Fee, Logistics, & Gross Receipts Tax** and hereby incorporated by reference.

#### **JUSTIFICATION FOR UNIT VALUE OF SERVICE CALCULATIONS**

The Facility Needs and Risk Assessment is based on Contractor expertise and experience with similar projects in accordance with the proposal for services and fee schedule submitted on December 8, 2015.

## ATTACHMENT C CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

**THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**"Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**"Campaign Contribution"** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**"Family member"** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Prospective contractor" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: Board Of County Commissioners: Billy G. Garrett, Dr. David J. Garcia, Benjamin L. Rawson, Wayne D. Hancock, Leticia Duarte-Benavidez; Assessor Andy Segovia; Clerk Lynn Ellins; Probate Judge Diana Bustamante; Treasurer David Gutierrez; Sheriff Enrique Vigil.

#### DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(Attach extra pages if necessary)

Signature \_\_\_\_\_

Date \_\_\_\_\_

Title (position) \_\_\_\_\_

—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

X

Signature \_\_\_\_\_

Date \_\_\_\_\_

Danieray Johnson, Vice-President, Global Corrections Group, LLC \_\_\_\_\_

Title (Position)

**ATTACHMENT D  
RELATED PARTY DISCLOSURE**

**Related Party Disclosure Form**

1. Are you indebted to or have a receivable from any member of the Board of County Commissioners; elected county officials, administration officials, department heads, and key management supervisors with the County of Doña Ana?

Yes \_\_\_\_\_ No ✓

2. Are you, or any officer of your company related to any member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors of the County of Doña Ana and have you had any of the following transactions to which Doña Ana County was, is to be, a party?

Sales, Purchase or leasing of property ?

Yes

No

Receiving, furnishing of goods, services or facilities?

\_\_\_\_\_

\_\_\_\_\_

Commissions or royalty payments

\_\_\_\_\_

\_\_\_\_\_

3. Does any member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors with the County of Doña Ana, have any financial interest in your company whether a sole proprietorship, partnership, or corporation of any kind that currently conducts business with the County of Doña Ana?

Yes \_\_\_\_\_ No ✓

4. Did you, your company, or any officer of your company have an interest in or signature authority over a bank account for the benefit of a member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors with the County of Doña Ana?

Yes \_\_\_\_\_ No ✓

5. Are you negotiating to employ or do you currently employ any employee, officer or family member of an employee or officer of County of Doña Ana?

Yes \_\_\_\_\_ No ✓

The answers to the foregoing questions are correctly stated to the best of my knowledge and belief.

Signature of Owner or Company President: Emery W. Morris Date 1-7-16

(Print Name and Title): Emery W. Morris, President/C.O.O.





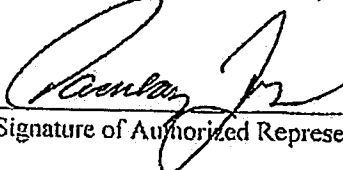

**ATTACHMENT E**  
**DEBARMENT CERTIFICATION**

**Certification Regarding**  
**Debarment, Suspension, and Other Responsibility Matters**

Offeror certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of, had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any offenses; and
4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. Under 18USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

|   |  |
|---|--|
| <br>_____<br>Print Name of Authorized Representative | <br>_____<br>Title |
| <br>_____<br>Signature of Authorized Representative  | <br>_____<br>Date  |

ATTACHMENT F  
NON-COLLUSION AFFIDAVIT

STATE OF New Mexico,  
County OF Doña Ana )  
Daniel Ray Johnson (name) being first duly sworn, deposes and  
says that he/she is (title) Vice President of  
(organization) Global Corrections Group LLC

who submits herewith to the County of Doña Ana, a proposal:

That all statements of fact in such proposal are true:

That said proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said Proposer has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the County of Doña Ana, or of any Proposer of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading of proposal, said Proposer:

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said Proposer or anyone else would submit a false or sham proposal, or that anyone Shall refrain from proposing or withdraw his proposals;
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of their proposal price, or of that of anyone else;
4. Did not directly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, proposal depository or to any member or agent thereof, or to any individual of group of individuals, except that County of Doña Ana, or to any person or persons who have a partnership or other financial interests with said Proposer in his business.

By: [Signature]

Title Vice President

SUBSCRIBED and sworn to before me this 6th day of January, 20 16.

Notary Public: [Signature]  
My Commission Expires: 10-10-19

Section II: Global Corrections Group

**ATTACHMENT G**  
**INSURANCE CERTIFICATES**  
**(Attach certificates, as required behind this page)**

**See Attachment A. I. for requirements**

## **ATTACHMENT H**

**Attach Copies of the following items, as applicable pursuant to the Contractor's Profession and Scope of Work, behind this page:**

- 1. Current Business License**
- 2. Key Staff Curricula Vitae / Resumes**
- 3. Professional Registrations**
- 4. Professional Licenses**

**RESUMES**  
**of**  
**KEY GLOBAL CORRECTIONS GROUP LEADERSHIP/STAFF**

**Emery W. Morris, President/Chief Operating Officer**

Global Corrections Group

2608 Mayview Road

Raleigh, North Carolina 27607

Phone: (405) 921-5807

E-mail: EMorris@GlobalCorrectionsGroup.com

**EDUCATION:**

University of Arkansas -Pine Bluff, B.A in Sociology, 1974

**RELEVANT WORK EXPERIENCE:**

Mr. Emery Morris joined the Global Corrections Group in January of 2013, one of the original three founders of the company, and currently serves as the Chief Operating Officer and President of the Board of Directors. Mr. Morris has experience in achieving A.C.A Accreditation of facilities where he served as Warden. Additionally, he has experience in sustaining policy and optimum operational standards of special housing units within prison facilities. Mr. Morris received numerous awards throughout his career, including the "Excellence in Prison Management" and a member of the Senior Executive Service of the United States.

2013 – Present – Global Corrections Group – President of the Board of Directors and Chief Operating Officer

2007 - 2009, Retired.- Warden, Hinton Correctional Facility, Cornell Companies Inc.  
Hinton, Oklahoma.

- Responsible for facility operations of 350 staff and 2000 Arizona State Medium Security inmates. In addition to Company oversight, was accountable to the Oklahoma Department of Corrections (D.O.C.) and Arizona D.O.C. for audit tools, and received A.C.A. initial Accreditation while assigned. Initiated and completed construction of two 600 bed housing units within the secure perimeter of the facility.

2005 - 2007 - Senior Warden, Big Spring Correctional Complex, Cornell Companies, Inc.  
Big Spring, Texas.

- Responsible for the entire operation and security of all staff and inmates assigned to the Complex. Approximately 600 staff and 3500 criminal alien detainees were assigned to this facility.
- Managed five (5) Deputy Wardens, reporting directly, including oversight of four supervised operations at four separate facilities.
- Accomplishments: JCAHO and ACA initial Accreditation as one institution for the entire



complex. Two major disturbances brought to successful conclusion, New Bureau of Prisons (B.O.P.) Contract awarded.

2002 - 2004 - Senior Warden/Project Coordinator, Valencia County Detention Center, Los Lunas, New Mexico. (The Regional Correctional Center, Albuquerque, New Mexico)

- Responsible for overall operations of both facilities, a" security, supervision of staff and inmates, and the oversight of all renovations and security enhancements.

1998 - 2002 - Warden/CEO, Federal Transfer Center Oklahoma City, Oklahoma.

- Effective Retirement date from Bureau of Prisons. As CEO at the Transfer Center, provided oversight and direction to 350 staff and in and out movement/supervision of over 95,000 inmates yearly, with a daily average population of 1350.

1993-1998 -Warden/CEO, Federal Correctional Institution, Fairton, New Jersey

- Directed and provided oversight for a multi-mission facility housing approximately 1200 adult male offenders. This facility also had a 95 bed adjacent prison camp, as well as a 74 bed separate witness security unit.
- Supervised 380 staff at this medium security institution.

1990 -1993 - Warden/CEO, Federal Correctional Institution, Sandstone, Minnesota

- Provided direction and. supervision to approximately 250 staff
- Managed an average population of 850 adult low security inmates, in addition to a 90 bed separate witness security unit.

1987 - 1990 - Associate Warden, the United States Medical Center for Federal Prisoners, Springfield, Mo.

- Responsible for executing the daily operation of the Bureau's largest medical facility.
- Managed the facility with 600 staff
- Managed an average daily population of 1100 adult male inmates, with diverse medical/terminal illnesses, as well as mental health issues.

1985 -1987 - Control Unit Manager, United States Penitentiary, Marion Illinois.

- Responsible for daily operations of the Bureau's only maximum security separate control unit.
- Provided immediate direction to 20 - 25 correctional and unit management staff
- Managed an average daily population of approximately 65-75 control unit inmates, and 450 for USP Marion in total.
- Responsible for all inmates, maximum security facility, secured in cells 23 hours a day.

1984 - 1985 - Chief Correctional Supervisor (Captain), Federal Correctional Institution, Morgantown, West Virginia

- Responsible for overseeing the largest department, Correctional Services
- Provided oversight in security, inmate conduct and discipline, work details, control of hazardous tools and materials, safety and sanitation, control and use of institution vehicles, and key control.
- Successfully managed FCI Morgantown, a co-ed minimum security facility with a population of approximately 600 to 700 daily.

- Performed as operations shift commander, responsible for overall security and supervision of all staff on the shift
- Managed all inmate incidents or issues to be resolved.
- Responsible for The MCC as an administrative facility that housed approximately 800 male and female inmates.

1980 - 1982 - Correctional Supervisor (Lieutenant), Federal Correctional Institution,  
Ashland, Kentucky.

- First level supervisor, along with the operations supervisor, supervised staff and inmates
- Maintained security and discipline throughout the institution, FCI Ashland, a medium security level facility with a daily population of 1000 male adult inmates.

1976 -1980- Senior Officer Specialist at FCI Memphis, Tn.

- with the Bureau Of Prisons at the United States Penitentiary, Leavenworth, Kansas in 1976, as a Correctional Officer.

1976- Correctional Officer, Bureau Of Prisons at the United States Penitentiary,  
Leavenworth, Kansas

1974 to 1976 - Correctional Officer, Arkansas Department of Corrections (Tucker  
Intermediate Reformatory).

- After six months, was promoted to State Parole Officer in Little Rock, Arkansas.

**Leslie Speidel Goddin, Chief Financial Officer**  
Global Corrections Group  
2608 Mayview Road  
Raleigh, North Carolina 27607  
E-Mail: [LSpeidel@GlobalCorrectionsGroup.com](mailto:LSpeidel@GlobalCorrectionsGroup.com)  
Phone: (919) 834-8999

**EDUCATION:**

University of Florida, Bachelor's Degree in Advertising, 1972

**RELEVANT WORK EXPERIENCE:**

Ms. Leslie Speidel joined the Global Corrections Group in January of 2013, one of the original three founders of the company, and currently serves as the Chief Financial Officer and Vice President for Marketing on the Board of Directors. Ms. Speidel is a highly experienced communications professional with extensive background in behavioral change communications, youth tobacco prevention campaigns and initiatives, and marketing to at-risk and priority populations. She was an Adjunct Professor at Duke University. In addition to her marketing

expertise, Ms. Speidel has worked with corrections professionals in achieving Detention Compliance initiatives.

As owner of Goddin Media, Leslie Speidel has over 28 years of analytical compliance experience with Federal, State and local contracts. Ms. Speidel has developed action plans for clinical trials, North Carolina Health Care Reform television campaigns and successfully developed and launched major media state and local government public education campaigns.

2013 – Present – Global Corrections Group – Chief Financial Officer and Vice-President of Marketing

1990 - Present - Goddin Media, Owner, Marketing Executive

- Analytical compliance, Federal, state and local contracts
- Developed action plans for anti-tobacco strategies, clinical trials
- Initiated, developed and managed North Carolina health care reform television campaigns
- Created and developed state and local government public education campaigns re: health reforms
- Developed, implemented and executed successful action plans for the following:
  - Step Up NC statewide radio campaign for N.C. DHHS Tobacco Branch
  - 100 Tobacco Free Schools statewide radio campaign for N.C. DHHS Tobacco Branch
  - Working Smoke Free Internet banner campaign for N.C. DHHS Tobacco Branch
  - Tobacco. Reality: Unfiltered statewide media campaign for N.C. Health and Wellness Trust Fund Commission
  - Governor Hunt's North Carolina Low- Income Senior Prescription Drug Plan
  - Statewide television campaign for the North Carolina Medical Society.
  - Medicare Part B statewide media campaign for Partnership for Medicare Education in North Carolina and North Carolina Medical Society.
  - Nationwide allergy clinical trial radio campaign for pharmaceutical company.
  - Nationwide diabetic PHN clinical trial media campaign for global pharmaceutical giant.
  - Nationwide & Canada shingles PHN clinical trial television & print campaign for global pharmaceutical giant.
  - Statewide NC health care reform television campaign for NC Medical Society.
  - Statewide health care reform radio campaign for AARP North Carolina.
  - Medicare Fraud radio campaign for AARP-North Carolina.
  - Peanut Allergy newspaper & radio campaign for international clinical trial management company.
  - AARP-North Carolina radio campaign 2011 for Senior Hunger